



MILWAUKEE COUNTY
DEPARTMENT OF PARKS, RECREATION AND CULTURE
REQUEST FOR PROPOSALS
PELICAN COVE FAMILY WATER PARK CONCESSION

Issued February 18, 2016

Response Due Date: March 18, 2016 at 3:00 p.m.

RFP # 98160005

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INFORMATION SUMMARY SHEET

Request For Proposal Title:	Pelican Cove Concession RFP
Request For Proposal Number:	98160005
RFP Issuing Office:	Department of Parks, Recreation and Culture
RFP Issue Date:	February 18, 2016
Pre-Proposal Meeting:	March 2, 2016 at 1:30 PM
Pre-Proposal Meeting Location:	Pelican Cove Family Water Park in Kosciuszko Park 2201 S. 7th St. Milwaukee, WI 53215
Deadline for Receipt of Questions:	March 7, 2016 at 5:00 PM
RFP Proposal Receipt Deadline:	March 18, 2016 at 3:00 PM
Service Starting Date (Projected):	June 2016
RFP Submission Location:	Milwaukee County Courthouse County Clerk's Office Room 105 901 N. 9th Street Milwaukee, WI 53233
RFP Administrator:	Suzanne Carter Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., 9th Floor Milwaukee, WI 53203 Phone: 414-223-8112 Email: Suzanne.Carter@milwaukeecountywi.gov

Proposal can be found on Milwaukee County's website, "Business Opportunity Portal".
<http://county.milwaukee.gov/bop>

GENERAL INFORMATION 1.0

INTRODUCTION

The Milwaukee County Department of Parks, Recreation and Culture (“DPRC” or “Parks”) seeks to retain a vendor (the “Proposer”) to plan, manage and operate food and beverage concessions at the “Pelican Cove” family water park in Kosciuszko Park (“Pelican Cove”).

SCOPE

INTRODUCTION

Milwaukee County’s park system has long been a source of pride for the communities of Milwaukee County in southeastern Wisconsin. With over 156 parks and parkways totaling over 15,000 acres, we offer a source of recreational enjoyment for citizens and visitors alike.

Our park system began with the creation of the Milwaukee County Park Commission on August 20, 1907. Although parks had already been established within the limits of the City of Milwaukee by the City Park Commission, the visionary new County Park Commission had a much broader goal for the park system. Early Commissioners conceived of a park system that would form a "green belt" or series of scenic drives and parks encircling the County. Parks were located in outlying areas to allow for population expansion. Commissioners selected land not only for its natural beauty and interest, but also for its fitness for various forms of active and passive recreation.

DESCRIPTION OF PELICAN COVE

Pelican Cove Family Water Park, located in Kosciuszko Park, 2201 S. 7th St., Milwaukee, Wisconsin, features water slides, interactive splash toys and more. Parks operates a concession service at the concession stand at Pelican Cove that sells non-alcoholic beverages and snack items.

SCOPE OF SERVICES REQUESTED

The Proposer shall operate a concession in the concession stand (the concessions stand and its immediate surroundings shall be referred to as the “Premises”) during those hours the Water Park is open. The Proposer may sell non-alcoholic beverages, food, sundries, and other items as approved by Parks at the concession. Please note that Parks has found there is little demand for the sale of alcoholic beverages at its pools and water parks. The Proposer agrees to comply with DPRC’s prohibitions on certain sales, including prohibitions on the sale of gum and beverages in glass bottles, and to operate subject to DPRC’s exclusive non-alcoholic beverage vendor (at this time it is Pepsi).

The concession stand includes a sink equipped with a grease control device (or grease trap). The Proposer shall ensure any leftover fats, oils, and grease from food or beverages are disposed of via the grease trap, and the Proposer shall maintain the grease control device while meeting all applicable legal standards. Proposer must maintain the grease trap and keep it in working order, having it pumped on an as needed basis, but at least once per year. Any plans to renovate, improve or alter the premises will be contingent upon the Proposer obtaining 100% of the estimated cost of the construction and renovation. Prior to the start of any construction or renovation, the Proposer must submit detailed construction plans and specifications to Milwaukee County and DPRC for review and approval. All signage must be pre-approved in writing by the Parks Director (the “Director”).

The Proposer shall pay Parks a percentage of revenue as described in the Cost Proposal section of this RFP. The Proposer shall provide all concession-related equipment (including, but not limited

to, kitchen equipment, point of sale systems, credit/debit card machines, etc.) that is not already on the premises. Proposer shall be responsible for any vandalism to the Premises during the operating season and repairs must be made within 48 hours of the occurrence of the vandalism.

RFP ADMINISTRATOR

The RFP Administrator is:

Suzanne Carter
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave., 9th Floor
Milwaukee, WI 53203

Phone: 414-223-8112

Email: Suzanne.Carter@milwaukeecountywi.gov

DEFINITIONS

The following definitions are used throughout the RFP.

Agency/Department means DPRC/Parks.

Contractor means any Proposer awarded the contract.

County means Milwaukee County.

Proposer/Vendor means a Proposer submitting a proposal in response to this RFP.

PRE – PROPOSAL MEETING

A pre-proposal conference will be held at a date, time, and location as provided on the Information Summary Sheet. The purpose of this meeting will be to tour the Premises, to discuss with prospective proposers the work to be performed, and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official unless verified in writing by RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the website via an addendum.

QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing and submitted via e-mail to RFP Administrator. Questions sent to anyone other than the RFP Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website as identified in the Information Summary Sheet. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by the Proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website. It is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should the Proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of the Proposer to notify the RFP

Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the County's request for clarifying information in the course of evaluation and/or selection under this RFP.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

CONTRACT TERM

The contract shall be between the County of Milwaukee, known as the "County," and the successful Proposer, known as the "Contractor".

Responses to this RFP should be based upon that the initial term of the agreement of three (3) years with two (2) optional one (1) year extensions, by mutual agreement of the County and Contractor. The Proposer may not lower the rate established by a contract throughout the term of the contract.

UTILITIES

County shall invoice Contractor Two Hundred Dollars (\$200) at the close of each month in which the concession has operated to compensate for Contractor's use of utilities for the Premises. The charge for utilities for the first and last months of operation for each year shall be prorated accordingly. Invoices shall be paid within thirty (30) days of receipt. Any costs related to the installation, service, and maintenance of such utilities shall be the sole responsibility of the Contractor. Contractor shall additionally pay all costs associated with Contractor's use of telephone, data, and personal alarm systems.

AUDIT

Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of Contractor related to the performance of the contract for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as Contractor. All subcontracts or other agreements for work performed on

this contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Code of Ordinances. Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

INTEREST

Unless waived by County Board of Supervisors, Proposer shall be responsible for payment of interest on amounts not remitted in accordance with the concession agreement resulting from this RFP (the "Contract"). The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

Penalty: In addition to the interest described above, Proposer may be responsible for payment of penalty on amounts not remitted in accordance with this Contract, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

Audit Results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Proposer shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

Nonexclusivity: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for Proposer's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Contract, including but not limited to termination of this Contract.

MINIMUM WAGE RATE

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the County shall pay employees performing part of full time work for the County a minimum wage rate. This rate is currently established at \$11.66/hour. As a matter of responsiveness to this RFP, all proposers must complete 'Attachment C – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision'. It is the Proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

Milwaukee County encourages the utilization of Disadvantaged Business Enterprises (DBEs). Contractor shall comply with all provisions pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable.

EEOC COMPLIANCE

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment G).

INSURANCE AND INDEMNITY REQUIREMENTS

All proposers must agree to the terms set forth on the "Insurance and Indemnity Acknowledgement Form" (Attachment D).

SECURITY AND BACKGROUND CHECKS

Security background checks shall be conducted for all employees prior to starting work.

RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, State and Federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Any Contractor's employee whose employment or performance is objectionable to the County shall be immediately transferred from the premises. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor in regard to employee discipline shall be at the sole discretion of the Contractor. The County shall be held harmless in any disputes the Contractor may have with the Contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

COMPLIANCE WITH REGULATIONS AND LAWS

The Proposer shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment. The Contractor shall meet all local health code requirements and obtain all necessary permits and licensing for the operation of a concession serving food and beverages. The Proposer agrees to comply with DPRC's prohibitions on certain sales, including prohibitions on the sale of gum and beverages in glass bottles, and to operate subject to DPRC's exclusive non-alcoholic beverage contract. Proposer shall provide the Director with a list and pricing information for the products it intends to rent or sell to the public. The Director or his/her designee maintains the right to prohibit the sale or rental of any item.

RIGHTS RESERVED TO COUNTY

County reserves the right to award a contract with one (1) or more additional concessionaires to provide other concessionable items in the environs surrounding the Premises and to operate its own concession in the environs surrounding the Premises. County shall at all reasonable times have the right to enter into and upon the Premises to examine and inspect the condition thereof; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Proposer's use of the Premises.

SIGNAGE; MARKETING; LOGO

All proposed banners, signage and advertising on or within the Premises and environs, whether temporary or permanent, must be pre-approved in writing by the Director or his/her designee. Proposer is responsible for all marketing and advertising to promote its activities; provided, however, that the Director or his/her designee maintains the right to prohibit any advertisement or marketing that he/she deems to be inappropriate, inaccurate or otherwise. Proposer shall acknowledge DPRC and include DPRC's logo in all local promotional materials, whether print or digital, directly related to its activities pursuant to this Contract. Proposer shall notify DPRC's Marketing Manager or his/her designee as soon as it is aware of any television, radio, print, electronic or other media interviews or reports to be prepared regarding, at or concerning the Premises. Proposer may not enter into any sponsorships or other promotional arrangements with outside contractors at the concession without the prior written consent of the Director or his/her designee.

STAFF; CUSTOMER SERVICE

Proposer shall conduct its operation in a first-class manner, and all service shall be prompt, clean, and efficient. Proposer shall maintain customer service as a top priority. Proposer shall employ a sufficient number of qualified staff to properly operate the concession. Proposer shall provide employees who are professional, friendly, and courteous to customers and the general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, and conduct themselves in a high standard acceptable to County. Proposer and staff shall wear appropriate attire which, in the sole determination of County, clearly distinguishes Contractor's staff from County staff. The Director or his/her designee shall have the right, at all times, to notify Proposer, in writing, of any reasonable objections to the quality of services rendered at the concession, and to require that his/her objections be remedied within a reasonable period of time.

GARBAGE; CLEANING

Proposer is responsible for the collection and disposal of all trash, litter and garbage associated with its activities. Proposer shall supply all garbage bags and containers. Proposer may contract with a commercial waste service for trash pick-up. Proposer shall maintain the Premises and surrounding areas in a state of cleanliness and repair to prevent injury to the public and shall ensure the Premises are clean, orderly and inviting at all times, to the reasonable satisfaction of the Director or his/her designee. Proposer is responsible for continuous cleaning of the Premises, including a thorough daily cleaning each day. Cleaning shall include pick up of all trash and litter on all parts of the Premises.

MAINTENANCE

Proposer shall, at all times and at its own expense, keep and maintain the Premises and all equipment, fixtures and personal property, whether owned and/or installed by Proposer or the County, in good repair and in a clean, sanitary and orderly condition and appearance. No equipment provided by County shall be removed or replaced by Proposer without the prior written consent of the Director or his/her designee, and if consent is secured, removal and/or replacement shall be at Proposer's expense. The Director or his/her designee shall have the right, at all times, to notify Proposer, in writing, of any reasonable objections to the condition of the Premises, and to require that his/her objections be remedied within a reasonable period of time.

PREPARING AND SUBMITTING A PROPOSAL 2.0

GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County utilizes Competitive Negotiation, or the Request for Proposal (RFP) process, to procure professional services. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost proposal.

INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by Proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

SUBMITTING A PROPOSAL

Proposers must submit one (1) original and five (5) copies of all materials required for acceptance of their proposal in sealed envelopes. Submission must be to the specific location and prior to submission deadline indicated on the "Information Summary Sheet."

All proposals must be time-stamped as accepted by Milwaukee County by the stated time.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Failure to provide any requested information your proposal will be considered unresponsive.

All proposals shall consist of two submissions, Technical Proposal and Cost Proposal. Each proposal must be submitted in separate envelopes and marked as requested below.

Your responses should be submitted as follows:

Technical Proposal Contents

Cover Sheet for Technical Proposal (Attachment A)
Responses to Request(s):
 Technical Proposal Responses, per pages 19-20
Vendor Information Sheet (Attachment B)
Declaration of Commitment to Compliance with Milwaukee County's
 Minimum Wage Provision (Attachment C)
Conflict of Interest Stipulation (Attachment E)
Sworn Statement of Bidder (Attachment F)
EEOC Compliance (Attachment G)
Certification Regarding Debarment and Suspension (Attachment H)
Proprietary Information Disclosure Form (Attachment I)

Cost Proposal Contents

Cover Sheet for Pricing Proposal (Attachment J)
Cost Proposal Submission Form (Attachment K)

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet.

Both Technical and Cost Proposals shall be identified in the lower left corner as follows:

Technical Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

and

Cost Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

PROPOSAL AND AWARD PROCESS 3.0

PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements may result in rejection of the proposal.

PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

Technical Proposal scoring: the Evaluation Committee shall conduct its evaluation of the technical merit of all responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

Cost Proposal scoring: cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to the lowest bidder, and each subsequent proposal will use the percentage proposed as a constant numerator and the percentage proposed of the Proposer scored as the denominator. The result then is multiplied by the total number of points assigned for cost. The lowest cost proposal will receive the maximum number of points available for the cost category, and other cost proposals will receive prorated scores based on the proportion that the costs of the proposals that vary from the lowest cost proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County reserves the right to adjust scoring based on such oral presentations.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to Milwaukee County's Director as to whose proposal is determined to provide the best value to Milwaukee County. An award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical cost information submitted by each Proposer.

RFP EVALUATION CRITERIA

RFP EVALUATION CRITERIA

Cost Proposal Response	
Cost	45%
Technical Proposal Response	
Proposer Profile and Experience	30%
Approach to the Pelican Cove Concession	25%

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all proposals.

EXCEPTIONS

Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Contractor. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

INTENT TO AWARD

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected Proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to execution of any final agreement, the DPRC shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

The award of the Contract pursuant to this RFP may be contingent upon the Proposer's timely and successful compliance with the Milwaukee County due diligence requirements pursuant to Milwaukee County Ordinance § 32.88.

INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which Proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment I – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

APPEAL

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

COST PROPOSAL RESPONSE

COST PROPOSAL

COST PROPOSAL REVENUE PERCENTAGES TO PARKS:

Proposer proposes to pay Parks a commission of _____ on all Gross Receipts of food, non-alcoholic beverages, and other items (i.e., if applicable, sundries and other items proposed for sale). Payments due 30 days following the close of each month.

“Gross Receipts” shall be defined as the total of all receipts (cash, checks, credit cards) derived from the rental or sale of all merchandise associated with the Concession, less sales tax.

Please note that Milwaukee County may request more detailed financial projections or other financial information from the Proposer at any time.

TECHNICAL PROPOSAL RESPONSE

Guidelines

- Each question should be retyped in your bid with the response immediately following. Questions should be in the same format and order as outlined in this section (e.g., Response to Request A1, Response to Request A2...).
- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Responses should reflect your programs, organization, and administrative systems as they currently exist.

A. PROPOSER PROFILE AND EXPERIENCE.

1. Describe the Proposer's operations. Identify year the Proposer was established and number of years the Proposer has been in business. List other or former names under which the Proposer has operated. Provide a brief profile of the Proposer's organization and history. Describe the number of Proposer's employees (including contracted employees) and their primary functions.
2. Have there been any judgments, claims, mediation/arbitration proceedings, and/or lawsuits against the Proposer pertaining to its services, in the past five (5) years and/or any such claims that are outstanding? If yes, explain the nature, status and the outcome of the matter(s).
3. Has the Proposer received any legal demand letter from clients in the past five (5) years? If yes, explain the nature, status and outcome of the matter(s).
4. Are there presently, or have there been within the past five (5) years, any violations on any health inspection reports issued by any public entity to any establishments wholly or partially owned by the Proposer? If yes, explain the nature, status and outcome of the matter(s).
5. List all Proposer contracts that were terminated for cause or convenience during the past three (3) years (i.e., contracts that expired due to the natural end of the term need not be listed), and provide a reason for the termination.
6. Describe how the Proposer is uniquely situated to complete the Scope of Services outlined in this RFP.
7. Highlight any environmentally or health conscious business practices employed by the Proposer.
8. Provide a minimum of three (3) references with whom you have conducted business. Include names, addresses, telephone numbers, and the scope of the business relationship.
9. Are there any pending organizational changes that may affect your relationship with Milwaukee County if chosen? Such changes could include mergers, acquisitions, staff changes, etc.

B. APPROACH TO THE PELICAN CONCESSION.

1. Describe any additional equipment the Proposer would provide in order to operate the concession.
2. What are the Proposer's proposed revenue thresholds and targets for the first three (3) years of operation? How would the Proposer adjust if the initial revenue target is not met?
3. What is the estimated time from the intent to award that would be required to open the concession? Please describe how the Proposer arrived at this estimate.
4. Describe the Proposer's approach to customer service.
5. Describe the Proposer's approach to hiring.
6. Describe the Proposer's approach to conflict resolution – including resolving conflicts with its contractors.

**COVER SHEET FOR
TECHNICAL PROPOSAL
(Sign and Submit with Technical Proposal)**

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP.

Vendor's Name

Title

Signature

Date

VENDOR INFORMATION SHEET

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ FAX: _____

E-mail: _____

Vendor Response Prepared By: _____

Signature: _____

ATTACHMENT C

Exhibit C 1

Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: _____

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
February 28, 2015	\$11.66

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

I believe that I am exempt from Chapter 111 for the following reasons:

Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on _____ (date).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Insurance and Indemnity Form

General Indemnity:

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expenses including cost and attorney’s fees by reason of liability for damages including suits at law or in equity, caused by any act or omission of Contactor, or its agents or guests, which may arise out of or are connected with the activities covered by the agreement.

Insurance:

Contractor must, at the time of the award evidence and maintain, during the term of the agreement, policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractor’s activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities pursuant to the award. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts and any other project-specific insurance as requested:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	
Crime Coverage / Employee Dishonesty	\$100,000
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County shall be named as and Additional Insured on the general liability and auto liability policies as its interests may appear in respect to the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers’ Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Director of Risk Management as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

CONFLICT OF INTEREST STIPULATION

(Sign and Submit with Technical Proposal)

For purposes of determining a possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member of any Milwaukee County employee, agent or representative is also an owner, officer, employee, agent or representative of the business submitting the bid.

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is also an owner, officer, employee, agent or representative of your business:

YES _____

NO _____

If the answer to the question above is YES, then identify the name of the individual, the individual's position with Milwaukee County, and the individual's relationship to your business:

Name _____

County
Position _____

Business Relationship _____

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below:

Printed Name _____

Authorized Signature _____

Title _____

Date _____

SWORN STATEMENT OF BIDDER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at _____,
City, State

On oath, depose and say I am the _____
Official Title

Of the Bidder, _____,
Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ **day of** _____, _____

Notary Public, _____ **County**

State of _____

My commission expires _____.

EEOC COMPLIANCE
(Sign & Submit with Technical Proposal)

2016 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or

advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Disadvantaged Business Enterprise (MCGO Chapters 32, 42, 56 and CFR 49 part 23)

CONTRACTOR shall comply with Milwaukee County General Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged minority and/or women business enterprise (DBE) for contracts funded with federal and county money and those funded only by county money. CONTRACTOR will ensure that DBE's have the maximum opportunity to participate in this project.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that it has the following total number of employees in its workforce:

_____.

Executed this _____ day of _____, 2016

Firm Name: _____

Address: _____

Representative: _____

(Signature/Title)

**CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION
(Sign and Submit with Technical Proposal)**

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

PROPRIETARY INFORMATION DISCLOSURE FORM (Sign and Submit with Technical Proposal)

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____

Signature

Authorized Representative _____

Type or Print Date

COVER SHEET FOR PRICING PROPOSAL

(Sign and Submit with Price Proposal)

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name

Title

Signature

Date

COST PROPOSAL SUBMISSION FORM

COST PROPOSAL REVENUE PERCENTAGES TO PARKS:

Proposer proposes to pay Parks a commission of _____ on all Gross Receipts of food non-alcoholic beverages, and all Gross Receipts of other items (sundries, equipment, etc.).

“Gross Receipts” shall be defined as the total of all receipts (cash, checks, credit cards) derived from the rental or sale of all merchandise associated with the Concession, less sales tax.

Please note that Milwaukee County may request more detailed financial projections or other financial information from the Proposer at any time.

FACILITY LAYOUT

